

**PLANNING COMMISSION AGENDA
REGULAR MEETING
MONDAY, FEBRUARY 15, 2016**

STUDY SESSION: 4:30 P.M. - CITY COUNCIL CHAMBERS
MEETING: 5:00 P.M. - CITY COUNCIL CHAMBERS

1. Call to Order.
2. Roll Call.
3. Dispense with the reading and approve the minutes of the January 18, 2016, Regular Meeting as prepared.
4. Consider a request of Ed Christoffersen, on behalf of JDJ Investments, owner of approximately 13.6 acres located at 1255 Front St., for approval of a Voluntary Annexation Petition for said properties.
 - Staff report and presentation
 - Public Hearing
 - Recommendation
5. Consider a request of Midland University, owner of approximately 34.9 acres located at 900 N Clarkson St., for approval of a Zoning Change from R-2 Moderate-Density Residential, R-3 Mixed-Density Residential, and UC Mixed Use Urban Corridor to CC Community Commercial.
 - Staff report and presentation
 - Public Hearing
 - Recommendation
6. Consider a request of Dodd Engineering & Surveying, LLC, on behalf of Eastowne Development, LLC, owner of approximately 7.0 acres located at 1020 E 29th St., for approval of a Final Plat to be known as Fountain Springs Fourth Subdivision, Dodge County, Nebraska.
 - Staff report and presentation
 - Public Comment
 - Recommendation
7. Receive a report from the Future Land Use Plan Evaluation Subcommittee.
8. Receive a report from Staff regarding a presentation made at the City Council Retreat.

9. Adjournment.

THIS MEETING WAS PRECEDED BY PUBLICIZED NOTICE IN THE FREMONT TRIBUNE, THE AGENDA DISPLAYED IN THE LOBBY OF THE MUNICIPAL BUILDING AND POSTED ONLINE AT WWW.FREMONTNE.GOV IN ACCORDANCE WITH THE NEBRASKA OPEN MEETINGS ACT, A COPY OF WHICH IS POSTED CONTINUALLY IN THE COUNCIL CHAMBERS FOR PUBLIC INSPECTION, AND SAID MEETING IS OPEN TO THE PUBLIC. A COPY OF THE AGENDA WAS ALSO KEPT CONTINUALLY CURRENT AND AVAILABLE TO THE PUBLIC IN THE PRINCIPLE OFFICE OF THE DEPARTMENT OF PLANNING, 400 EAST MILITARY AVENUE. THE PLANNING COMMISSION RESERVES THE RIGHT TO ADJUST THE ORDER OF ITEMS ON THIS AGENDA.

**PLANNING COMMISSION MINUTES
REGULAR MEETING
JANUARY 18, 2016 – 5:00 PM**

PRESENT: Chairman, Dev Sookram Commissioners, Amber Barton, Bryan Fagan, Brad Fooker, Marty Gifford, Carl Nielsen, Mitch Sawyer, and Tom Winter, and Planning Director, Troy Anderson

ABSENT: Commissioner, Brian Wiese.

1. Call to Order. Chairman Sookram called the meeting to order at 5:00 p.m.
2. Roll Call. A roll call showed eight (8) members present and one (1) absent – a quorum was established.

Chairman Sookram then read the following statement: This meeting was preceded by publicized notice in the Fremont Tribune, the agenda displayed in the lobby of the Municipal Building and posted online at www.fremontne.gov in accordance with the Nebraska open meetings act, a copy of which is posted continually in the council chambers for public inspection and said meeting is open to the public. A copy of the agenda was also kept continually current and available to the public in the principle office of the Department of Planning, 400 East Military Avenue. The Planning Commission reserves the right to adjust the order of items on this agenda. This meeting is hereby declared to be duly convened and in open session.

3. Elect a Chair and Vice-Chair in accordance with Commission By-laws.

Chairman Sookram opened the floor to nominations for Chair. Commissioner Winter nominated Chairman Sookram, Commissioner Gifford seconded the motion, and by a vote of 8-0 the motion carried.

Chairman Sookram then opened the floor to nominations for Vice-Chair. Commissioner Winter nominated Commissioner Fooker, Commissioner Sawyer seconded the motion, and by a vote of 8-0 the motion carried.

4. Public comment period.

Chairman Sookram opened the floor to public comments.

Hearing none, Sookram closed the floor and proceeded onto the regular agenda.

5. Minutes of the December 21, 2015, Regular Meeting.

Chairman Sookram read the item into the record. Hearing no discussion, Sookram entertained a motion.

Motion: It was moved by Commissioner Fooker, and seconded by Commissioner Sawyer, to dispense with the reading of the minutes and approve the minutes as provided. A roll call vote showed all members present voting aye – the motion carried unanimously.

6. Hear a presentation and receive input on the City's 1 and 6 Year Street Improvement Plan.

Director of Public Works, Dave Goedeken, briefly summarized discussions held during the work-session including annual averages, trails, pedestrian signals, and the levy timeline.

Hearing no further comments, Sookram concluded discussion of the item and proceeded to the next item on the agenda.

7. Receive a report from the Future Land Use Plan Evaluation Subcommittee.

Commissioner Fooker indicated that the group was unable to meet and that they had no news to report at this time.

Hearing no further comments, Sookram concluded discussion of the item and proceeded to the next item on the agenda.

8. Review and consider amendments to Article 5 of the draft Unified Development Ordinance.

Planning Director Anderson introduced proposed amendments to Article Five [Part 2 of 2] of the draft Unified Development Ordinance (UDO) including:

1. Reorganization;
2. Defining when and where street pavement widths less than thirty-two (32) feet are permitted;
3. Extending noise control to all districts;
4. Relocating the bulk of floodplain management regulations to subsection 11-305.02; and
5. General word-smithing.

Hearing no further comments, Sookram concluded discussion of the item and proceeded to the next item on the agenda.

Chairman Sookram then asked if there was any other business of the Commission.

Hearing no further business, Chairman Sookram adjourned the meeting at approximately 5:15 p.m.

APPROVED:

Dev Sookram, Chairman

ATTEST:

Troy Anderson, Planning Director

Staff Report

TO: Planning Commission
FROM: Troy Anderson, Director of Planning
DATE: February 15, 2016
SUBJECT: Voluntary Annexation Petition

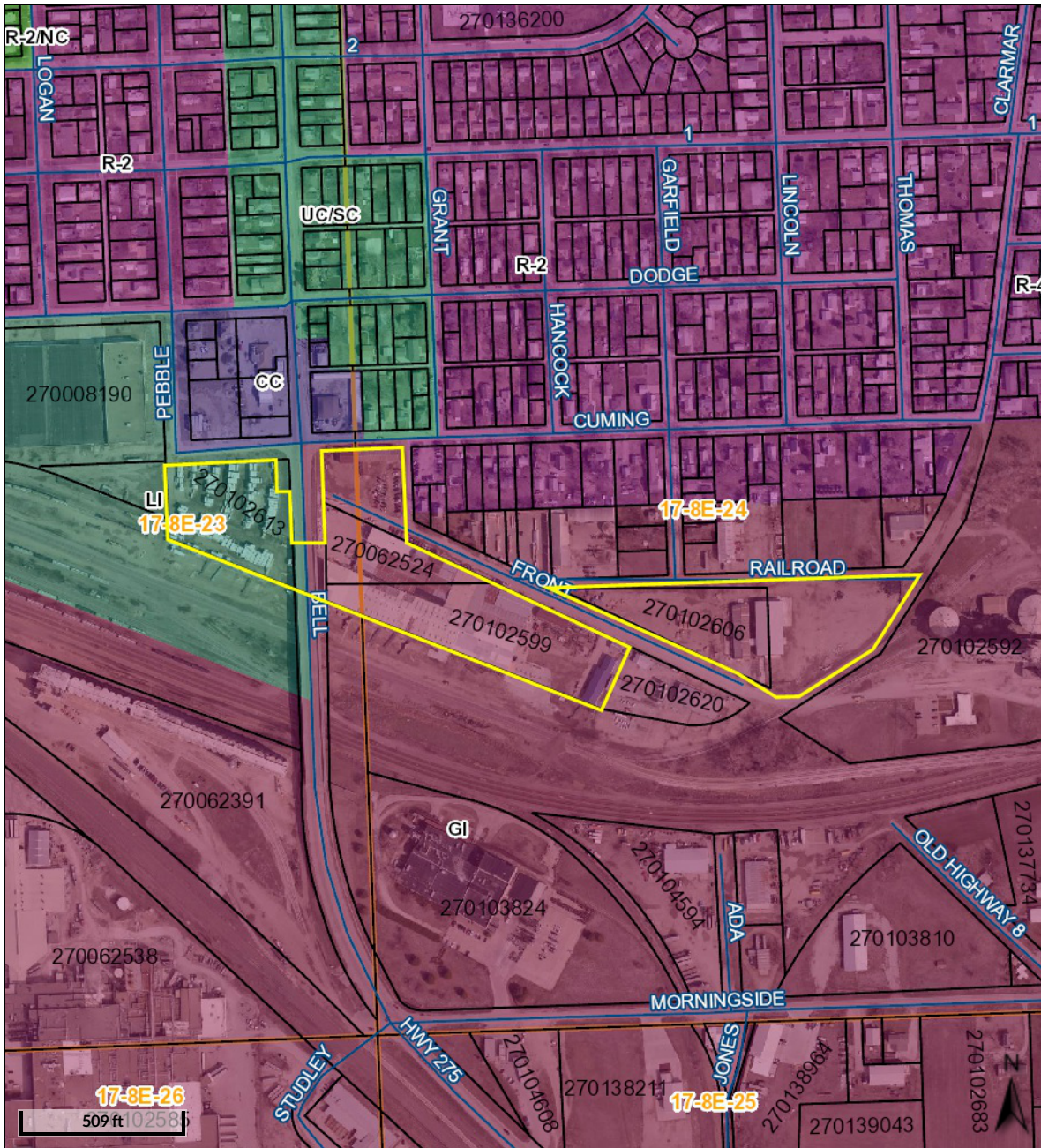
Background: A Voluntary Annexation Petition has been received by JDJ Investments, requesting annexation of approximately 13.6 acres into the corporate limits. According to Nebraska Revised Statutes § 19-929, "The municipal governing body shall not take final action on matters relating to the comprehensive development plan, capital improvements, building codes, subdivision development, the annexation of territory, or zoning until it has received the recommendation of the planning commission if such commission in fact has been created and is existent."

As it pertains to annexation, according to the City's Comprehensive Plan:

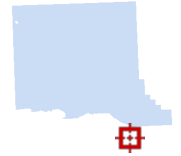
The areas not identified for annexation are those that, at this time, are expected to occur beyond the horizon of this plan and which warrant evaluation upon the five-year update of this plan. Given the uncertainties of development though, these areas may be subject to annexation and development in which case the following principles may be used to guide the decision:

- The decision to extend infrastructure and provide municipal services will include, among others, the location of the proposed development relative to existing development and the proximity to existing utilities and adequate road infrastructure. *[the subject property is generally considered occupied and developed]*
- The existing infrastructure systems have adequate capacities to accept and sustain the demands of the proposed development without an inordinate requirement for capital investment on behalf of the City. *[the subject property is generally considered as being served by existing infrastructure]*
- The subject development will not disrupt an orderly and fiscally responsible progression of growth and development. *[the subject property is bounded by properties to the*

*north, east, south, and west generally considered occupied
and developed]*



Overview



Legend

Highways

<all other values>

I

LS

N

R

US

Parcels

Sections

Airport

Streets

Zoning

<all other values>

AG

CC

CC/PD

DC

GC

GI

LI

MU

MU / TND

R-1

R-2

R-2/NC

R-3

R-4

R-5

RR

UC

UC/SC

UNKNOWN

PETITION

TO, the City Council of the City of Fremont, Nebraska ("City")

COMES NOW, Ed CHRISTOFFERSEN, duly
authorized representative for JDJ Investments, a Nebraska Partnership, owner of the following described real
estate ("Petitioner"), to wit:

(see metes and bounds description and exhibits attached hereto and incorporated herein for all purposes)

and respectfully requests that the above described property be annexed into the City, and would respectfully show
as follows:

1. That the above described property is within the extraterritorial jurisdiction of the City, and is
adjacent to the present corporate limits of the City; and
2. That in order to protect the inhabitants of such property and to promote the orderly development
of such property, such property should be annexed into the City, and by the execution hereof, the
undersigned petitions the City Council to annex such property into the corporate limits of the
City.

WHEREFORE, PREMISES CONSIDERED, Petitioner requests these bodies to take the appropriate steps to
annex this property.


(Signature)

12-14-15
(Date)

REMAINED
2/10/16
DRC

NEBRASKA DOCUMENTARY STAMP TAX

DECEMBER 9, 2013

By: CG

\$ 990.00



201306616

201306616
Carol Givens
Carol Givens

Filed:

December 09, 2013 1:17:00 PM

Register of Deeds
DODGE COUNTY, NE

Fee \$22.00

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

TRUSTEE'S DEED

RETURN TO:

KNOW ALL MEN BY THESE PRESENTS:

That a Deed of Trust was made and entered into on or about April 20, 2010, by and between Verdant Industrial Products, a Nebraska Limited Liability Company, as Trustor, and Great Western Bank, Beneficiary, wherein Great Western Bank was named Trustee. This Deed of Trust was recorded April 26, 2010 in the Records of the Register of Deeds of Dodge County, Nebraska in Book 2010 at Page 1829.

Hereinafter the Trustee, Great Western Bank, will be referred to as GRANTOR.

The GRANTOR in consideration of Four Hundred Forty Thousand Dollars and No Cents (\$440,000.00) and other valuable consideration received from JDJ Investments, a Nebraska Partnership, hereinafter GRANTEE, does hereby grant, bargain, sell, convey and confirm unto GRANTEE the following described real property in Dodge County, Nebraska:

See legal description attached

To have and to hold the above-described premises together with all tenements, hereditaments and appurtenances thereto belonging unto the GRANTEE, and to the GRANTEE'S successors and assigns forever.

GRANTOR does hereby covenant with the GRANTEE and with the GRANTEE'S successors and assigns:

(1) That Verdant Industrial Products, a Nebraska Limited Liability Company, as Trustor, failed to pay the Beneficiary payments which were contractually due, and the GRANTOR, at the request of the Beneficiary, elected to declare the entire unpaid principal balance, together with interest thereon, at once immediately due and payable.

(2) That a Notice of Default was recorded by GRANTOR on August 29, 2013, as Instrument Number 201304806, in the records of the Register of Deeds, Dodge County, Nebraska. Within ten (10) days thereafter, a copy of the recorded Notice of Default was mailed by certified mail, postage prepaid, to all parties entitled to notice, pursuant to said Deed of Trust and in compliance with Neb. Rev. Stat. § 76-1008.

(3) That Trustor, Verdant Industrial Products, a Nebraska Limited Liability Company, failed to cure the default referenced in the Notice of Default within 30 days after the recording of the Notice of Default.

(4) That a Notice of Trustee's Sale was executed by GRANTOR. At least twenty (20) days prior to the date of sale, a copy of the Notice of time and place of the Trustee's Sale was mailed by certified mail, postage prepaid, to all parties entitled to notice, pursuant to said Deed of Trust and in compliance with Neb. Rev. Stat. § 76-1008.

(5) GRANTOR published the Notice of Trustee's Sale, to be held on November 14, 2013 at 10:00 a.m., at the East first floor door of the Dodge County Courthouse, Fremont, Nebraska, which notice was published in *The Fremont Tribune* of Fremont, Nebraska, once a week for five (5) consecutive weeks, commencing on October 4, 2013, and ending November 1, 2013. The last publication of Notice was at least ten (10) days prior to the scheduled Trustee's Sale, and said published and scheduled sale date was not later than thirty (30) days after the last publication of Notice.

(6) GRANTOR conducted the sale of the real property at public auction on December 5, 2013 at or about 10:00 a.m., after being postponed from the scheduled and published sale date of November 14, 2013, at the East first floor door of the Dodge County Courthouse, Fremont, Nebraska. GRANTOR accepted the bid of JDJ Investments, a Nebraska Partnership, in the sum of Four Hundred Forty Thousand Dollars and No Cents (\$440,000.00) as the highest bid upon said real property. GRANTOR has complied with the requirements of Neb. Rev. Stat. §§ 76-1001 through 76-1018; in the exercise of the sale of the real property described herein at the Trustee's Sale held on December 5, 2013.

This Deed shall operate to convey to the GRANTEE, the GRANTOR'S title and all right, title, interest and claim of the Trustor, and his or her successors in interest and of all persons claiming by, through or under him or her, in and to the above-described real property, including all such right, title, interest and claim in and to such property acquired by the Trustor or his or her successors in interest subsequent to the execution of the Deed of Trust.

This Deed is subject to all easements, restrictions or covenants of record which GRANTOR is not entitled to convey pursuant to Neb. Rev. Stat. § 76-1010(2).

DATED this 5 day of December, 2013.

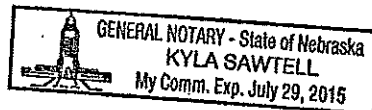
Great Western Bank, Trustee.

By: Sarah J. Spiker
Its Sarah J. Spiker, OREO Specialist

STATE OF NEBRASKA]
COUNTY OF Lancaster] ss.

On this 5 day of December, 2013, before me the undersigned, a Notary Public duly commissioned and qualified for said county, personally came Sarah J. Spiker, OREO Specialist (title) for Great Western Bank, and personally known to me to be the identical person whose name is affixed to the foregoing instrument, and acknowledged the execution thereof to be the voluntary act and deed of such person and said organization.

WITNESS my hand and notarial seal the date last aforesaid.



Kyla Sawtell
Notary Public

TRACT A:

That part of the South Half of the Southwest Quarter of Section 24, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska bounded and described as follows: Beginning at a point on the North line of the South Half of the Southwest Quarter, 630 feet East as measured along said North line, from the intersection with the Northeast line of Old Military Road, now Front Street, thence due South at right angles to the last described line a distance of 336.9 feet to the northeasterly line of said Front Street, thence S55°57' E a distance of 39 feet along the Northeasterly line of Front Street; thence S87°58' E 45.2 feet to a point on a line 25 feet distant from and measured at right angles to the center line of Chicago and North Western Railway Company Spur Track I.C.C. No. 14; thence North 58°38' East, 322.25 feet to a point on said line 25 feet distant from said spur track center line; thence North 33°47' East 231.75 feet to the North line of the South Half of the Southwest Quarter; thence West 481.5 feet to the point of beginning. Also referred to as Tax Lot 75 in said Section.

TRACT B:

That part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, bounded and described as follows: Beginning at a point on the North line of the Southwest Quarter of the Southwest Quarter of said section, 482 feet East, as measured along the North line of said Quarter Quarter Section from the intersection with the Northeasterly line of Old Military Road, now Front Street; thence due East along the North line of said Quarter Quarter Section, a distance of 148 feet; thence due South along a line at right angles to the last described course, a distance of 336.90 feet to the northeasterly line of said Front street; thence N55°55' W along the Northeasterly line of said Street, a distance of 94.55 feet to an angle point of said Street; thence N62°46' W, along the northeasterly line of said Street, a distance of 78.30 feet; thence due North along a line at right angles to the North line of said Quarter Quarter Section, a distance of 248.07 feet to the point of beginning, EXCEPT the North 25 feet thereof dedicated as road right-of-way. Also referred to as Tax Lot 112 in said Section.

TRACT C:

That part of Southwest Quarter of the Southwest Quarter of Section 24, Township 17 North, Range 8 East of the 6th P.M., Dodge County, Nebraska, bounded and described as follows: Beginning at the point of intersection of the North line of the Southwest Quarter Southwest Quarter of said Section with the Northeasterly line of Old Military Road, now Front Street; thence East along the North line of said Quarter Quarter Section a distance of 482 feet; thence due South along a line at right angles to the last described course, a distance of 248.07 feet to the Northeasterly line of said Front Street; thence Northwesterly along the Northeasterly line of said street to the point of beginning, EXCEPT the North 25 feet thereof dedicated as road right-of-way. Also referred to as Tax Lot 113 in said Section.

7529

FILED
BOOK 2000 PAGE 1316

2000 MAR 13 AM 11:21

Carol Stevens
DODGE COUNTY
REGISTER OF DEEDS
COMPUTER INDEX FEE \$ *27.00*

RECORDATION REQUESTED BY:

FIRST STATE BANK
1005 EAST 23RD
P.O. BOX 549
FREMONT, NE 68026

WHEN RECORDED MAIL TO:

FIRST STATE BANK
1005 EAST 23RD
P.O. BOX 549
FREMONT, NE 68026

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED FEBRUARY 15, 2000, between J D J INVESTMENTS, A NEBRASKA PARTNERSHIP, A NEBRASKA PARTNERSHIP, whose address is 1255 FRONT STREET, P.O. BOX 198, FREMONT, NE 68025 (referred to below as "Grantor"); and FIRST STATE BANK, whose address is 1005 EAST 23RD, P.O. BOX 549, FREMONT, NE 68026 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in DODGE County, State of Nebraska:

SEE ATTACHMENT

The Real Property or its address is commonly known as 1255 FRONT STREET, FREMONT, NE 68025.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means J D J INVESTMENTS, A NEBRASKA PARTNERSHIP.

Lawyers Title Insurance Corporation

7530

1321

NATIONAL HEADQUARTERS

RICHMOND, VIRGINIA

SCHEDULE _____ cont'd.

LEGAL DESCRIPTION:

TRACT A: PART OF THE EAST HALF, SOUTHEAST QUARTER OF SECTION 23, INCLUDING PART OF BLOCK 19 IN BLAIR'S ADDITION TO THE CITY OF FREMONT, AND PART OF VACATED PEBBLE STREET, AND PART OF VACATED FRONT STREET, AND PART OF THE WEST HALF, SOUTHWEST QUARTER IN SECTION 24 INCLUDING PART OF LOT 17 IN BLOCK 53, HALL'S SUBDIVISION, AND PART OF VACATED FRONT STREET; ALL LYING IN TOWNSHIP 17 NORTH, RANGE 8 EAST OF THE 6TH P.M., DODGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 14, BLAIR'S ADDITION TO THE CITY OF FREMONT; THENCE N 90°00' E (ASSUMED BEARING) ALONG THE WESTERLY PROJECTION OF THE NORTH LINE OF BLOCK 19 IN SAID BLAIR'S ADDITION A DISTANCE OF 320.18 FEET TO A POINT 60.00 FEET WEST OF THE NORTHEAST CORNER OF SAID BLOCK 19; THENCE S 00°01'45" E PARALLEL TO AND 60.0 FEET WEST OF THE EAST LINE OF SAID BLOCK 19 A DISTANCE OF 90.00 FEET; THENCE N 90°00' E PARALLEL TO AND 90.00 FEET SOUTH OF THE NORTH LINE OF SAID BLOCK 19 A DISTANCE OF 43.00 FEET TO A POINT 17.00 FEET WEST OF THE EAST LINE OF SAID BLOCK 19; THENCE S 00°01'45" E PARALLEL TO AND 17.0 FEET WEST OF SAID EAST LINE A DISTANCE OF 160.00 FEET; THENCE N 90°00' E A DISTANCE OF 100.00 FEET TO A POINT 17.00 FEET EAST OF THE SOUTHERLY PROJECTION OF THE EASTERLY R.O.W. LINE OF BELL STREET, AS SAID STREET R.O.W. IS ORIGINALLY PLATTED IN THE CITY OF FREMONT; THENCE N 00°01'45" W PARALLEL TO AND 17.00 FEET EAST OF SAID EASTERLY BELL STREET R.O.W. LINE A DISTANCE OF 277.23 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 17, BLOCK 53, IN HALL'S SUBDIVISION TO THE CITY OF FREMONT, SAID POINT BEING 17.00 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 17; THENCE S 89°35'31" E ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 245.42 FEET TO A POINT 37.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 17; THENCE S 00°14'04" E PARALLEL TO AND 37.00 FEET WEST OF THE EAST LINE OF SAID LOT 17 AND ITS SOUTHERLY PROJECTION A DISTANCE OF 286.08 FEET TO A POINT ON THE SOUTHERLY R.O.W. LINE OF FRONT STREET; THENCE S 62°20'23" E ALONG SAID SOUTHERLY R.O.W. LINE A DISTANCE OF 740.11 FEET TO THE NORTHEAST CORNER OF TAX LOT 87 LYING IN THE SOUTHWEST QUARTER, SOUTHWEST QUARTER OF SAID SECTION 24; THENCE S 27°08'16" W ALONG THE EASTERLY LINE OF SAID TAX LOT 87 AND ITS SOUTHERLY PROJECTION A DISTANCE OF 207.26 FEET TO A POINT 15.00 FEET NORTHEASTERLY AS MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF CHICAGO & NORTHWESTERN RAILROAD SPUR TRACK NO. 9; THENCE N 66°00'31" W PARALLEL TO AND 15.00 FEET NORTHEASTERLY OF SAID SPUR TRACK NO. 9 FOR A DISTANCE OF 1390.80 FEET TO A POINT ON THE EAST LINE OF BLOCK 14 IN SAID BLAIR'S ADDITION; THENCE N 00°01'34" W ALONG SAID EAST LINE A DISTANCE OF 223.12 FEET TO THE POINT OF BEGINNING; AND CONTAINING 9.24 ACRES, MORE OR LESS.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means FIRST STATE BANK, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated February 15, 2000, in the original principal amount of \$1,850,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Nebraska and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender

deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Other Defaults. Failure of Grantor to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor and Lender.

Death or Insolvency. The dissolution or termination of Grantor's existence as a going business or the death of any partner, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

ASSIGNMENT OF RENTS (Continued)

7533

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Nebraska. This Assignment shall be governed by and construed in accordance with the laws of the State of Nebraska.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Nebraska as to all indebtedness secured by this Assignment.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

J D J INVESTMENTS, A NEBRASKA PARTNERSHIP

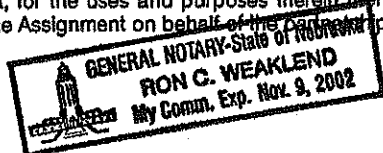
By: Edwin K. Christoffersen
EDWIN K. CHRISTOFFERSEN, General Partner

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Nebraska)

COUNTY OF Dodge) ss

On this 23 day of February, 2000, before me, the undersigned Notary Public, personally appeared EDWIN K. CHRISTOFFERSEN, General Partner of J D J INVESTMENTS, A NEBRASKA PARTNERSHIP, a partner or designated agent of J D J INVESTMENTS, A NEBRASKA PARTNERSHIP, and known to me to be a partner or designated agent of the partnership that executed the Assignment of Rents and acknowledged the Assignment to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the partnership.



By: Ron C. Weakland
Notary Public in and for the State of Nebraska
Residing at Summit
My commission expires 11-9-2002

Staff Report

TO: Planning Commission
FROM: Troy Anderson, Director of Planning
DATE: February 15, 2016
SUBJECT: Zoning Change – 900 N Clarkson St.

Background: The owner of approximately 34.9 acres located at 900 N Clarkson St., Midland University, is requesting approval of a zoning change from R-2 Moderate-Density Residential, R-3 Mixed-Density Residential, and UC Mixed Use Urban Corridor to CC Community Commercial. The reason for the request is to further long-range campus planning.

Due to its complexities, rather than describing the boundaries of the property here, I'll direct the Commission to the attached vicinity map for the location of the subject property. The surrounding properties appear to be primarily residential in nature, and the subject property is currently occupied and developed as a college/university.

For all intent and purposes, the Midland University campus is zoned residential (more specifically, R-2 Moderate-Density Residential, R-3 Mixed-Density Residential, and UC Mixed Use Urban Corridor). Unfortunately, the existing zoning does not respond well to college/university related uses. More specifically, *college/university* requires a conditional use permit in R-2 and R-3 zoning districts. The same land use classification however is permitted as a use-by-right (i.e. permitted use) in CC zoning districts. College and University Facilities is more broadly described as, "An educational institution of higher learning, which offers a course of study designed to culminate in the issuance of a degree, certified by a generally recognized accrediting organization." (FZO § 305.d.)

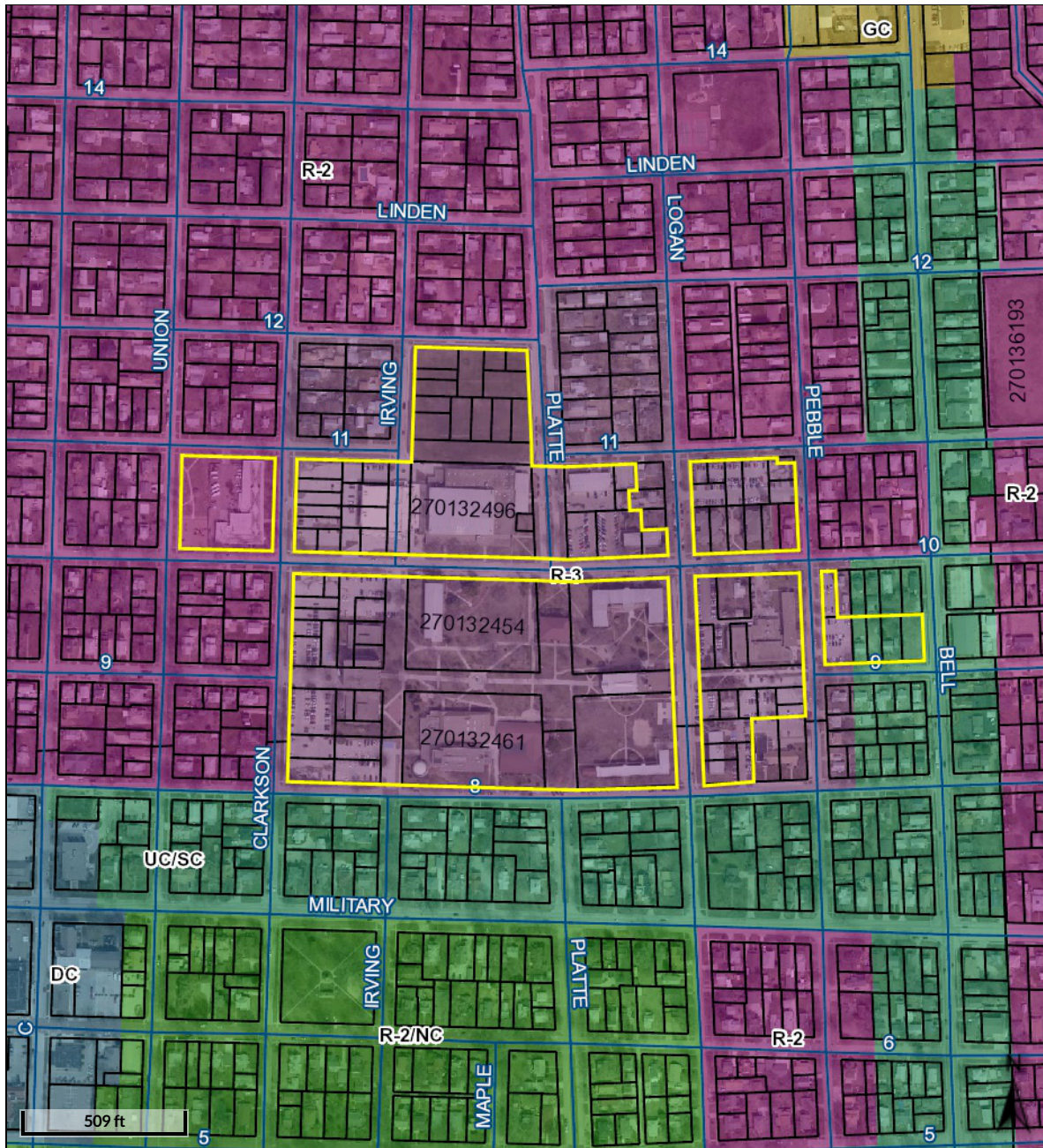
Please keep in mind that currently there are no development plans for the University. This is simply a strategic planning process so that the University can continue their discussions of a long-term growth and development plan.

As far as the impact on neighboring residents is concerned, the use of the property as a college/university will not change nor does this request include lands which are not currently owned by the University. Again, there are no development plans currently being proposed – this is simply a long-range planning process.

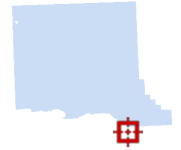
The Future Land Use Plan (FLUP) identifies the subject property as Public and Institutional. Unfortunately we don't currently have a zoning district classification that entirely represents

public and institutional land uses. However, the FLUP does elaborates on [public and] institutional as Auto-Urban and “due to the site-specific nature of their design, layout, and use, these facilities should fit within their environmental context.” (Blueprint for Tomorrow, 2012, p. 2.13) Auto-Urban is then described as commercial in nature and includes “Public/Institutional” as a specific development type. (Op. cit., p. 2.11) Therefore it could be argued that CC Community Commercial zoning would be consistent with the Comprehensive Plan.

Fiscal Impact: N/A



Overview



Legend

Highways

- <all other values>
- I
- LS
- N
- R
- US

Parcels

Parcels

Airport

— Airport

Streets

— Streets

Zoning

- <all other values>
- AG
- CC
- CC/PD
- DC
- GC
- GI
- LI
- MU
- MU /TND
- R-1
- R-2
- R-2/NC
- R-3
- R-4
- R-5
- RR
- UC
- UC/SC
- UNKNOWN

Date created: 2/3/2016
Last Data Upload: 2/3/2016 12:21:43 AM



Developed by
The Schneider Corporation

Staff Report

TO: Planning Commission
FROM: Troy Anderson, Director of Planning
DATE: February 15, 2016
SUBJECT: Final Plat – 1020 E 29th St.

Background: The agent for the owner of approximately 7.0 acres located at 1020 E 29th St., Dodd Engineering & Surveying, LLC, is requesting approval of a Final Plat to be known as Fountain Springs Fourth Subdivision. The reason for the request is to replat previously platted tracts of land.

The property is zoned R-4 High-Density Residential. The two (2) lots being proposed meet or exceed the area [four thousand (4,000) square feet] and width [seventy (70) feet] requirements for lots in R-4 zoning districts. The lots front along a public right-of-way [East 29th Street and East 32nd Street], and are served by all necessary utilities.

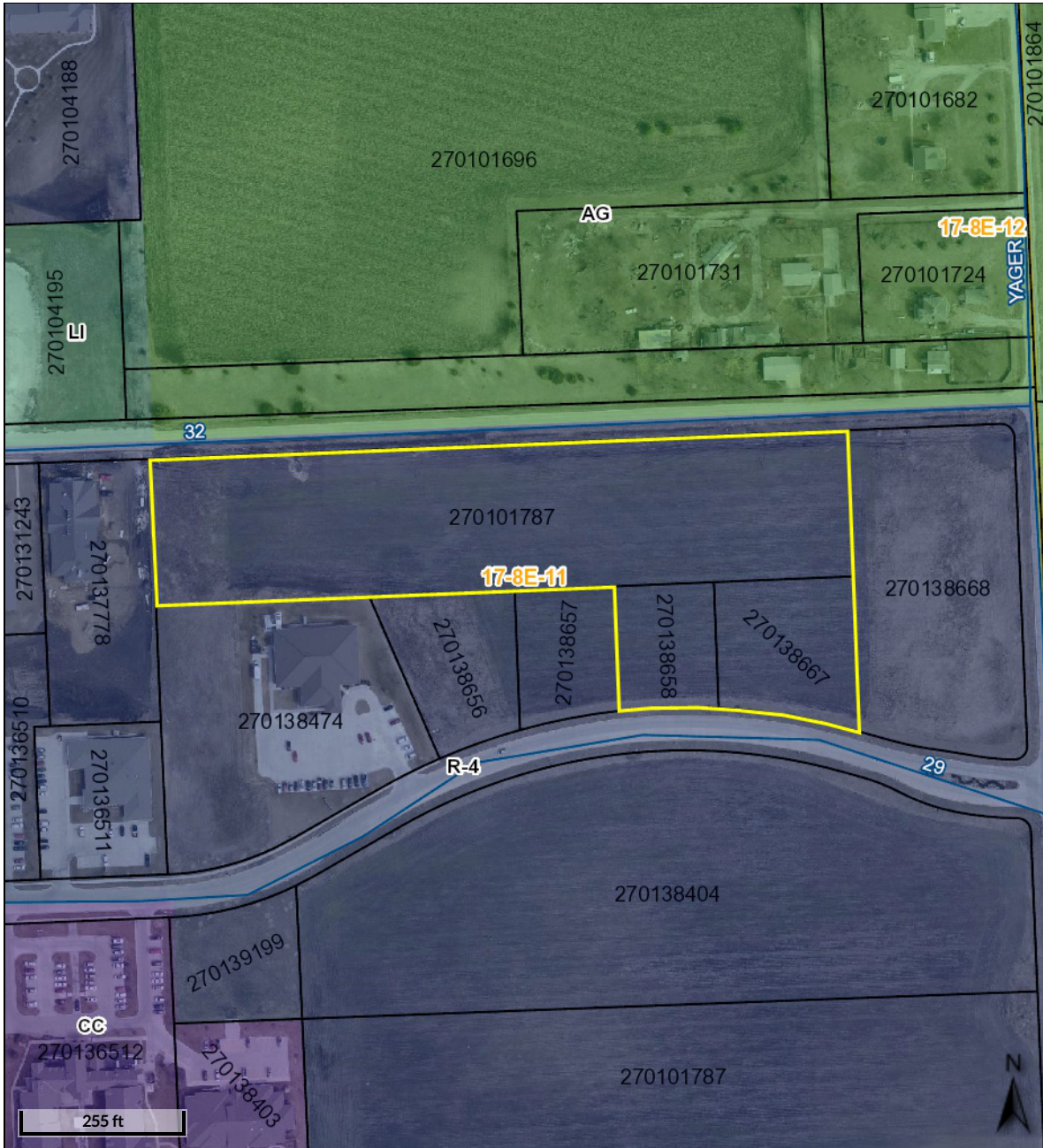
The proposed plat appears to meet all state and local requirements for subdivisions.

Fiscal Impact: N/A



Beacon™

Dodge County, NE



Overview



Legend

Highways

<all other values>

I

LS

N

R

US

Parcels

Sections

Airport

Streets

Zoning

<all other values>

AG

CC

CC/PD

DC

GC

GI

LI

MU

MU / TND

R-1

R-2

R-2/NC

R-3

R-4

R-5

RR

UC

UC/SC

UNKNOWN

Date created: 2/12/2016

Last Data Upload: 2/12/2016 12:33:03 AM



Developed by
The Schneider Corporation

FINAL PLAT OF FOUNTAIN SPRINGS FOURTH SUBDIVISION

FREMONT, DODGE COUNTY, NEBRASKA

LOT 3, FOUNTAIN SPRINGS SECOND ADDITION, LOT 1 FOUNTAIN SPRINGS
THIRD ADDITION AND PART OF THE NE1/4 SE1/4 OF SECTION 11, T17N,
R8E OF THE 6TH P.M., ALL IN DODGE COUNTY, NEBRASKA.

LEGAL DESCRIPTION:

LOT 3, FOUNTAIN SPRINGS SECOND ADDITION, LOT 1 FOUNTAIN SPRINGS THIRD ADDITION,
FREMONT, DODGE COUNTY, NEBRASKA

AND

PART OF THE NE1/4 SE1/4 OF SECTION 11, T17N, R8E OF THE 6TH P.M., ALL IN DODGE
COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NW CORNER OF SAID NE1/4 SE1/4; THENCE S00°14'40"E ALONG THE
WEST LINE OF SAID NE1/4 SE1/4 A DISTANCE OF 27.50 FEET TO A POINT ON THE SOUTH
LINE OF 32ND STREET, THE POINT OF BEGINNING; THENCE N89°51'39"E ALONG SAID SOUTH
LINE OF 32ND STREET A DISTANCE OF 1052.08 FEET; THENCE S00°03'03"W A DISTANCE OF
225.00 FEET; THENCE S89°51'39"W PARALLEL TO THE SOUTH LINE OF 32ND STREET A
DISTANCE OF 1050.92 FEET TO A POINT ON THE WEST LINE OF SAID NE1/4 SE1/4; THENCE
N00°14'40"W ALONG SAID WEST LINE A DISTANCE OF 225.00 FEET TO THE POINT OF
BEGINNING; CONTAINING 5.43 ACRES, MORE OR LESS.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT EASTOWNE DEVELOPMENT, LLC; OWNER AND
PROPRIETOR OF THE TRACT OF LAND SHOWN AND DESCRIBED HEREON, HAS CAUSED THE
SAME TO BE DIVIDED INTO LOTS, SAID SUBDIVISION TO BE KNOWN AS FOUNTAIN SPRINGS
FOURTH SUBDIVISION, THE LOTS TO BE NUMBERED AS SHOWN AND APPROVES OF THE
DISPOSITION OF THE PROPERTY AS SHOWN ON THIS PLAT AND HEREBY DEDICATES TO THE
PUBLIC FOR PERPETUAL PUBLIC USE THE STREET TO BE KNOWN AS 32ND STREET AT THE
LOCATION AND TO THE WIDTH SHOWN HEREON AND HEREBY GRANTS PERPETUAL EASEMENTS
AT THE LOCATIONS AND TO THE WIDTHS SHOWN HEREON TO THE CITY OF FREMONT, ANY
PUBLIC OR PRIVATE UTILITY COMPANY, AND FOR THE USE OF ADJUTING PROPERTY OWNERS,
FOR THE SOLE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF UTILITY LINES AND PIPES
AND DRAINAGE FACILITIES. NO PERMANENT BUILDING OR RETAINING WALL SHALL BE PLACED
IN THE ABOVE DESCRIBED EASEMENT WAYS, BUT THE SAME MAY BE USED FOR GARDENS,
LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE
AFORESAID USES OR RIGHTS HEREIN GRANTED.

IN WITNESS WHEREOF, I DO HEREBY SET MY HANDS THE

DAY OF _____, 2016, A.D.

EASTOWNE DEVELOPMENT, LLC
BY FIRST STATE BANK AND TRUST, MEMBER
RON C. WEAKLEND, EVP

ACKNOWLEDGMENT

STATE OF NEBRASKA)

COUNTY OF DODGE)

ON THIS _____ DAY OF _____, A.D. 2016,
BEFORE ME, A GENERAL NOTARY PUBLIC, PERSONALLY APPEARED RON C. WEAKLEND,
EXECUTIVE VICE PRESIDENT FOR FIRST STATE BANK AND TRUST, MEMBER EASTOWNE
DEVELOPMENT, LLC, WHO IS KNOWN TO ME TO BE THE IDENTICAL PERSON WHOSE
NAME APPEARS ON THE FOREGOING DEDICATION, AND WHO HEREBY ACKNOWLEDGES
THE SIGNING OF SAID INSTRUMENT TO BE HIS VOLUNTARY ACT AND DEED AND THE
VOLUNTARY ACT AND DEED OF EASTOWNE DEVELOPMENT, LLC.

WITNESS MY HAND AND OFFICIAL SEAL DATE LAST AFORESAID.

GENERAL NOTARY PUBLIC

COMMISSION EXPIRES _____

PLANNING COMMISSION APPROVAL

ON THIS _____ DAY OF _____, A.D. 2016, THIS PLAT OF FOUNTAIN SPRINGS ESTATES SUBDIVISION WAS
APPROVED AND ACCEPTED BY THE PLANNING COMMISSION OF THE CITY
OF FREMONT, DODGE COUNTY, NEBRASKA.

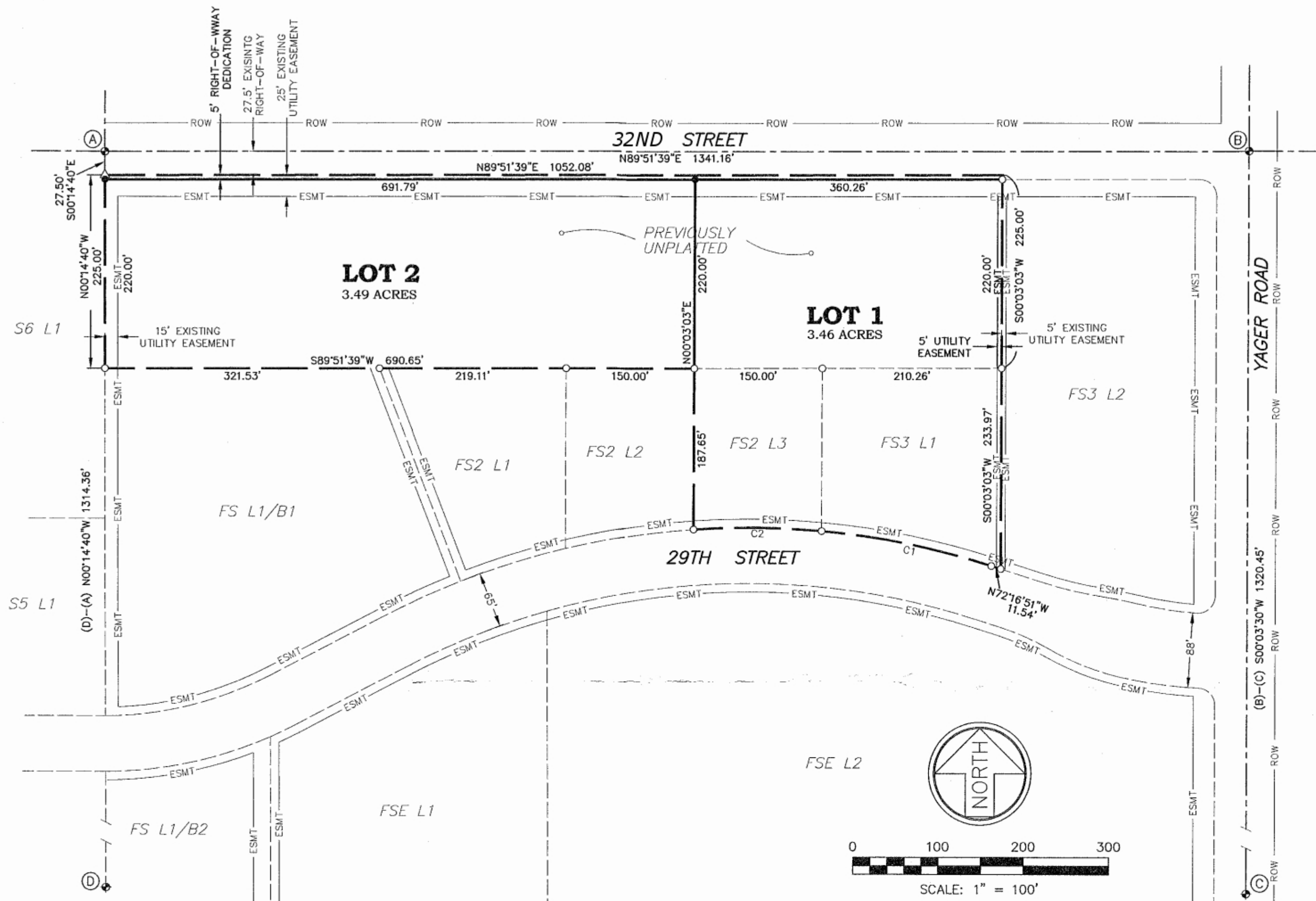
CHAIR

CITY COUNCIL ACCEPTANCE

ON THIS _____ DAY OF _____, A.D. 2016, THIS PLAT OF FOUNTAIN SPRINGS ESTATES SUBDIVISION WAS
APPROVED AND ACCEPTED BY RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF FREMONT, DODGE COUNTY, NEBRASKA.

MAYOR

CLERK



LEGEND

- ◆ FOUND SECTION CORNER (SEE SECTION CORNER TIES)
- FOUND REBAR WITH LS-503 CAP
- △ FOUND 5/8" REBAR
- SET 3/4" X 24" REBAR WITH LS-503 CAP
- SECTION LINE
- - - ESMT EASEMENT LINE
- - - ROW RIGHT-OF-WAY LINE
- - - EXISTING LOT LINE
- - - PROPOSED LOT LINE
- - - SUBDIVISION BOUNDARY

LOT 2

- FS L1/B1 FOUNTAIN SPRINGS LOT/BLOCK NUMBER
- FS2 L1 FOUNTAIN SPRINGS SECOND LOT NUMBER
- FS3 L1 FOUNTAIN SPRINGS THIRD LOT NUMBER
- FSE L1 FOUNTAIN SPRINGS ESTATES LOT NUMBER
- S5 L1 SHALIMAR 5TH LOT NUMBER
- S6 L1 SHALIMAR 6TH LOT NUMBER

SECTION CORNER TIES:

- (A) NW COR NE1/4 SE1/4 - 5/8" REBAR IN CENTERLINE OF CONC. PAVING
- NW 57.90' & 99.95' TO 5/8" REBARS IN LINE WITH CORNER
- S 27.56' TO A 5/8" REBAR
- N 33.09' TO A 5/8" REBAR
- SW 56.39' TO CENTER TOP NUT OF POST INDICATOR VALVE
- WSW 126.99' TO CENTER TOP NUT OF FIRE HYDRANT
- W 1.2'± TO A FENCELINE NORTH
- (B) NE COR NE1/4 SE1/4 - STEEL "SURVEY MARKER" IN ASPHALT
- NE 35.40' TO PUNCH MARK IN TOP OF E. END OF 30" CMP
- E 40.84' TO CENTER OF MANHOLE
- SE 71.41' TO SAWED X IN TOP OF GAS BOLLARD
- SSW 74.25' TO CENTER TOP NUT OF FIRE HYDRANT
- WSW 67.90' TO CENTER OF WATER VALVE
- (C) SE COR NE1/4 SE1/4 - NAIL IN ASPHALT
- E 32.23' TO 5/8" REBAR
- NW 30.59' TO SAWED X IN SW CORNER OF CULVERT HEADWALL
- W 33.00' TO 5/8" REBAR
- (D) SW COR NE1/4 SE1/4 - 5/8" REBAR
- N 14.06' TO 5/8" REBAR
- W 43.82' TO SAWED X IN NE CORNER OF INLET
- SW 32.30' TO SAWED X IN TOP OF CURB

CURVE TABLE

#	RADIUS	ARC LEN	CH LEN	CH BRG	DELTA
C1	932.50'	203.70'	203.29'	N78°32'20"W	12°30'56"
C2	932.50'	150.17'	150.01'	N89°24'36"W	9°13'36"

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY AS THE UNDERSIGNED
REGISTERED LAND SURVEYOR, THAT I
HAVE SURVEYED THE TRACT OF LAND
SHOWN AND DESCRIBED HEREON, AND
THAT PERMANENT MARKERS WILL BE SET
AS DESCRIBED HEREON, WITHIN 60 DAYS
OF THE FILING OF THIS PLAT AT THE
DODGE COUNTY REGISTER OF DEEDS
OFFICE.

STEPHEN W. DODD, LS-503



FOUNTAIN SPRINGS FOURTH SUBDIVISION
IN THE CITY OF FREMONT, NEBRASKA.

FINAL PLAT

Dodd Engineering & Surveying LLC
Email: Steve@doddengineering.net
402 North D St., P.O. Box 1855
Fremont, NE 68026-1855
Stephen W. Dodd, P.E. & L.S. Ph. 402-727-9067